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Counsel to the Official Committee of Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

In re:  
  
THE ROMAN CATHOLIC ARCHBISHOP OF  
SAN FRANCISCO,

Debtor and Debtor in Possession.

Case No.: 23-30564

Chapter 11

**DECLARATION OF GILLIAN N. BROWN  
IN SUPPORT OF SIXTH INTERIM  
APPLICATION OF PACHULSKI STANG  
ZIEHL & JONES LLP FOR ALLOWANCE  
AND PAYMENT OF COMPENSATION  
AND REIMBURSEMENT OF JUNE 1, 2025  
TO SEPTEMBER 30, 2025**

[Related to Docket No. 1431]

Date: December 4, 2025  
Time: 1:30 p.m.  
Place: Via ZoomGov  
Judge: Hon. Dennis Montali

I, Gillian N. Brown, declare as follows:

1. I am an attorney admitted to practice in this Court (the "Case"). I am of counsel at Pachulski Stang Ziehl & Jones LLP ("PSZJ"). PSZJ is counsel for the Official Committee of Unsecured Creditors in this Case.

2. I make this declaration in support of PSZJ's *Sixth Interim Application for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period June 1, 2025 through September 30, 2025* (the "Application"), filed concurrently herewith.

1           3.       The following facts are personally known to me. I could and would competently  
2 testify to the following facts.

3           4.       PSZJ practices throughout the nation and is the largest corporate restructuring law  
4 firm in the United States with approximately 77 attorneys. PSZJ's offices are located in San  
5 Francisco, Los Angeles, New York, Houston, and Wilmington, Delaware.

6           5.       PSZJ billed time for each calendar month during the Fee Period<sup>1</sup> of June 1, 2025  
7 through September 30, 2025 on an hourly basis using its regular hourly rates, *provided, however,*  
8 that PSZJ discounted its total fees during each calendar month of the Fee Period to *the lesser* of the  
9 amount billed using regular hourly rates and a blended hourly rate of \$1,050 for attorneys.

10          6.       During the Fee Period, PSZJ's application of the blended rate has resulted in a  
11 discount to the estate in the amount of \$185,394.00.

12          7.       PSZJ will contribute ten percent (10%) of all fees it receives in this Case on a final  
13 basis to a settlement trust that is approved as part of a plan of reorganization. As such fees are paid  
14 to it, PSZJ holds those funds in a trust account until a settlement trust is established through a plan of  
15 reorganization.

16          8.       PSZJ customarily charges \$0.20 per page for photocopying and \$0.10 per page for  
17 scanning documents in cases pending in this judicial district. PSZJ's photocopying machines  
18 automatically record the number of photocopies or scanned pages when the person who is  
19 performing that work enters the client's account number into a device attached to the photocopier.  
20 PSZJ summarizes each client's photocopying and printing charges on a daily basis. Whenever  
21 feasible, PSZJ sends large copying projects to an outside copy service that charges a reduced rate for  
22 photocopying. Pursuant to the guidelines promulgated by the Office of the United States Trustee,  
23 PSZJ has agreed not to charge for outgoing faxes. Received faxes are charged at \$0.20 per page.

24          9.       PSZJ does not charge for local or long distance telephone calls placed by attorneys  
25 from their offices. PSZJ only bills its clients for the actual costs when it initiates a multiple-party  
26 teleconference, for instance, using Zoom or an AT&T conference line.

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<sup>1</sup> Any terms not defined in this Declaration shall have the meanings ascribed to them in the Application.

10. Regarding providers of on-line legal research (e.g., LEXIS and Bloomberg), PSZJ charges the standard usage rates these providers charge for computerized legal research. PSZJ bills its clients the actual amount charged by such services, with no premium. Any volume discount PSZJ receives is passed on to the client.

11. I am informed and believe the foregoing rates for expenses are the market rates that the majority of law firms charge clients for such services in this judicial district.

12. PSZJ has not entered into any agreement or understanding with any other entity for the sharing of compensation received or to be received for services rendered and/or to be rendered in connection with this Case. I believe that the compensation and expense reimbursement sought in the Application conform with the *Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees for the United States Bankruptcy Court for the Northern District of California*.

13. To the best of my knowledge, information, and belief, PSZJ's invoices attached as Exhibit F to the Application represent true and correct time entries for work that PSZJ attorneys and staff performed, and true and accurate expenses that PSZJ has paid and for which it seeks allowance and payment by way of the Application.

Pursuant to 28 U.S.C. § 1746, I declare under penalty that that the foregoing is true and correct. Executed this 22nd day of October 2025, at Ventura, California.

/s/ Gillian N. Brown

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Gillian N. Brown